



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

public policy to tie up the money, for the claimant's right arises, if at all, upon a contingency which can happen only within the limits set by the Rule against Perpetuities.

EXECUTION — EXEMPTIONS — RIGHT OF EXEMPTION OF DEBTOR FRAUDULENTLY REMOVING GOODS. — A debtor, to avoid payment of a debt, removed part of his property to Kentucky, leaving in Tennessee no more than was by statute exempt from execution. The value of the property removed equalled the amount of the statutory exemption. *Held*, that the debtor is not entitled to claim as exempt the property remaining in Tennessee. *Rogers v. Ayers*, 104 S. W. 521 (Tenn.).

It has been held that a fraudulent conveyance or concealment of property by a debtor works a forfeiture of his right of exemption. *Kreider's Estate*, 135 Pa. St. 578. The language of these exemption statutes, however, does not discriminate against dishonest debtors. Moreover, the exemption is created for the benefit of the family as well as for the encouragement of improvident debtors; hence the better view, and that sustained by the weight of authority, is that a debtor does not lose his right of exemption because of a fraudulent conveyance or concealment. *Duvall v. Rollins*, 71 N. C. 221. Some states go so far as to hold that such disposition does not affect the right of the debtor to select his exemption. *Megehe v. Draper*, 21 Mo. 510. But to allow a debtor to select as exempt property which has been levied upon, while he conceals or removes the rest, would be to allow him a larger benefit than the statutes contemplate; hence many jurisdictions, agreeing with the present case, hold that the fraudulent concealment or removal of property is a selection *pro tanto* by the debtor of such property as his exemption. *Hoover v. Haslage*, 5 Oh. N. P. 90.

GARNISHMENT — PROPERTY SUBJECT TO GARNISHMENT — GARNISHMENT OF OBLIGATION WITHOUT JURISDICTION OVER OBLIGEE. — A life insurance policy issued by a foreign corporation transacting business in New York in favor of non-resident beneficiaries was assigned to a New York creditor as security for advances. The insurance being due, the creditor garnished the insurance company in New York. The beneficiaries were served by publication. *Held*, that the garnishment is valid. *Morgan v. Mutual Benefit Life Ins. Co.*, 119 N. Y. App. Div. 645.

The action of garnishment is in the nature of an action *in rem* based on the fact that the garnishee has possession of property belonging to the principal defendant. When this property is tangible it may of course be garnished where it is situated. *Cooper v. Reynolds*, 10 Wall. (U. S.) 308. When it is intangible, like a debt, it would seem necessary for the court to have jurisdiction over the principal defendant in order to deprive him of his personal claim against the garnishee-debtor. But garnishment is allowed wherever the debtor may be sued. *Harris v. Balk*, 198 U. S. 215; see 19 HARV. L. REV. 132. A foreign corporation consents to be sued in whatever state it does business. *St. Clair v. Cox*, 106 U. S. 350. Thus the present case illustrates how an insurance company may be garnished on the same insurance claim in any state in the Union, irrespective of the court's having jurisdiction over the principal defendant. Indeed, any obligee of a corporation is subject to be deprived of his claim in a remote jurisdiction without opportunity to defend. While this decision may be a logical application of the principles enunciated by the Supreme Court, it seems in conflict with a previous New York decision. *Douglass v. Phenix Ins. Co.*, 138 N. Y. 209.

HABEAS CORPUS — EFFECT OF ESCAPE AFTER SERVICE OF WRIT. — After issue of a writ of *habeas corpus* and pending the argument, the relator escaped. He later surrendered to the sheriff and renewed his motion for discharge from custody. *Held*, that he has no right to a discharge under this writ. *Re Bartels*, 10 Ont. W. Rep. 553.

The remedy of *habeas corpus* is intended to facilitate the release of persons actually detained in unlawful custody. See *Barnardo v. Ford*, [1892] A. C. 326,